

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

**IN RE LEXINFINTech HOLDINGS
LTD. SECURITIES LITIGATION**

Case No.: 3:20-cv-01562-SI

**STIPULATED MOTION AND
NOTICE OF VOLUNTARY
DISMISSAL**

LR 7-1 CERTIFICATION

Counsel for Lead Plaintiff Matthew P. Castner (“Plaintiff”) and counsel for Defendants LexinFintech Holdings Ltd., Jay Wenjie Xiao and Craig Yan Zeng (the “Defendants,” and together with Plaintiffs, the “Parties”) have conferred and stipulate to the relief requested in this motion.

STIPULATION

The Parties, by undersigned counsel, hereby stipulate and agree as follows:

WHEREAS, on November 19, 2020, Plaintiff was appointed as the Lead Plaintiff in this Action;

WHEREAS, on January 19, 2021, Plaintiff filed the Amended Complaint;

WHEREAS, on March 22, 2021, Defendant LexinFintech filed a Motion to Dismiss;

WHEREAS, on November 24, 2021, the Court issued an Order granting Defendants' Motion to Dismiss, and granting Plaintiff leave to amend (“Order”);

WHEREAS, Plaintiff has elected not to amend the Amended Complaint or appeal the Order;

WHEREAS, Defendants deny that they engaged in any wrongful acts or are liable on any of the claims asserted in this Action;

WHEREAS, this Action has not been certified as a class action;

WHEREAS, the undersigned have met and conferred and hereby stipulate and agree as follows:

1. Pursuant to Rule 41(a)(1)(A)(i) of the Federal Rules of Civil Procedure, Plaintiff hereby voluntarily dismisses the claims asserted in the above captioned action against Defendants without prejudice;

2. Plaintiff shall not pursue an amendment of the Amended Complaint or an appeal of the Order;

3. Each side shall bear their own attorneys' fees and costs incurred in connection with this Action;

4. The undersigned parties and counsel mutually agree not to seek or assert any claim against the other(s) for fees, expenses, costs, sanctions (including any claim under Fed. R. Civ. P. 11) and/or any other claim that the Action was brought or defended in bad faith or without a reasonable basis;

5. This Stipulation constitutes the entire and complete agreement between the undersigned parties, the terms and conditions contained herein are contractual and not a mere recital, and such terms and conditions shall not be amended, supplemented or abrogated other than by a written instrument signed by each affected party hereto, or by the authorized representative of each party; and

6. This Stipulation shall not be construed against the party preparing it but shall be construed as if the parties jointly prepared this Stipulation, and any uncertainty or ambiguity shall not on the ground of authorship be interpreted against any one party.

DATED: December 27, 2021

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